

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

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YONA SHAPOSHNIK and  
PRISTINE MACHINE, LLC,

Plaintiffs,

Case No.: 2:16-CV-13945

v.

Honorable Victoria A. Roberts

HP ENTERPRISE SERVICES, LLC,

Defendant.

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**DEFENDANT’S/COUNTER-PLAINTIFF’S ANSWER TO PLAINTIFF’S  
AFFIRMATIVE AND OTHER DEFENSES TO COUNTERCLAIMS**

Defendant/Counter-Plaintiff HP Enterprise Services, LLC (“HPES” or “Defendant”), by and through its counsel of record, Drinker Biddle & Reath, LLP, for its Answer to Plaintiffs’ Affirmative and Other Defenses to Defendant’s/Counter-Plaintiff’s Counterclaims, states as follows:

1. Defendant/Counter Claimant has failed to state claims upon which relief may be granted as a matter of law, including those of Counts 4-6.

**ANSWER:** Denied.

2. Statute of frauds – HPES claims fail under the Statue of Frauds as the “Employment Agreement” requires a signature that is not present for a valid and enforceable agreement.

**ANSWER:** Denied.

3. Illegality – HPES claims fail under the doctrine of illegality as the “Employment Agreement” as set forth in Defendant/Counter Claimant’s counter complaint is an illegal restraint on trade and not enforceable.

**ANSWER:** Denied.

4. Fraud - HPES claims fail due to fraud where the signature page in the “Employment Agreement” is from a different agreement that HPES or EDS substituted into the “Employment Agreement”.

**ANSWER:** Denied.

5. HPES’s claims of an “Employment Agreement” or contract fail for lack of consideration, mutuality of agreement, and/or duress as supported by the allegations in Plaintiff’s Complaint.

**ANSWER:** Denied.

6. HPES’s claims are barred by the doctrines of waiver, estoppel, laches, and unclean hands as supported by the allegations provided for in Plaintiffs’ Complaint.

**ANSWER:** Denied.

7. License or release – HPES claims fail due to a license, waiver and / or release that was provided to Mr. Shaposhnik’s by EDS Corporation including: that the addendum attached to the Complaint and HPES’s actions as set forth in the

Complaint which together or individually constitute at a minimum a license, waiver, and/or release.

**ANSWER:** Denied.

8. If there was a contract HPES breached it first thereby relieving Plaintiffs of any obligations under the alleged contract.

**ANSWER:** Denied.

9. One or more of the Defendant's counter claims are barred by Federal patent law.

**ANSWER:** Denied.

10. HPES's claims of patent ownership are barred by the Federal patent recording statute.

**ANSWER:** Denied.

WHEREFORE, Defendant respectfully requests that the Court enter judgment in favor of Defendant on Plaintiffs' Answer and Affirmative Defenses to Counterclaims, and grant such other and further relief to Defendant as the Court deems just and equitable under the circumstances.

Dated: July 27, 2017

Respectfully submitted,  
HP ENTERPRISE SERVICES, LLC  
By: /s/ Jeffrey D. Perconte

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing has been electronically served this 27th day of July, 2017, with the Clerk of Court using the CM/ECF system, which shall send notification of such filing to the following counsel of record for Plaintiffs:

Dean B. Watson, Esq.  
watsonlawyer@gmail.com

By: /s/ Jeffrey D. Perconte